

CONTRACT #1
RFS # 331.25-001
FA-07-17183-00

Department of Education

VENDOR:
Bellsouth
Telecommunications, Inc.

RECEIVED

JAN 16 2008

FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PHIL BREDESEN
GOVERNOR

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: James White, Executive Director, Fiscal Review Committee

FROM: Lana C. Seivers, Commissioner *Lana C. Seivers*

DATE: January 16, 2008

RE: Request to appear before Fiscal Review Committee

Please consider the enclosed Request for Non Competitive Amendment to Contract FA-07-17183-00. It is the Department's wish to appear before the next scheduled Fiscal Review Committee for comment.

The proposed amendment would allow for:

- A name change from Bellsouth Telecommunications, Inc. to Bellsouth DBA AT&T Tennessee.
- Update pricing and add as Attachment B.
- Extend Contract term for an additional year.

The pricing update will permit the Department of Education and its customers to purchase from a Catalog of Services which represents the actual cost of services that can be purchased. This catalog will allow for a 20% reduction in costs from the original Contract. The contract extension will enable the Department and school districts stability of their networks.

Thank you for your consideration of the Department's amendment request.

LCS: kb

Cc: Dr. Timothy Webb, Deputy Commissioner
Mr. Robert Greene, Assistant Commissioner

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

JAN 16 2008

Commissioner of Finance & Administration

Date:

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.25-001-07		
2) State Agency Name :	Department of Education		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Statewide ConnectTen bundled Internet service offering.		
4) Contractor :	Bellsouth Telecommunications, Inc.		
5) Contract #	FA-07-17183-00		
6) Contract Start Date :			February 22, 2007
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			June 30, 2009
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$10,696.075.84
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			01
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)			March 21, 2008
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			June 30, 2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$10,696.075.84
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
1. Name change from Bellsouth Telecommunications, Inc. to Bellsouth DBA AT&T Tennessee. 2. Update pricing and add as Attachment B (see attached). 3. Extend Contract term.			

15) Explanation of Need for the Proposed Amendment :

1. BellSouth Telecommunications, Inc. was purchased by AT&T and the name change reflects the new name. Bellsouth Telecommunications, Inc. filed and obtained approval as of July 19, 2007, for a DBA (doing business as) name in Tennessee. The DBA for BellSouth Telecommunications, Inc. in Tennessee is AT&T Tennessee.
2. The pricing update will allow the Department of Education and individual school districts to purchase services from a Catalog of Services (CoS). This CoS represents the actual cost of services that can be purchased. The CoS enables the State to pay only for the services purchased.
3. The extension will enable the Department of Education and school districts to allow for stability of their networks.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Bellsouth DBA AT&T Tennessee
250 Williams Street
Suite 5060
Atlanta, GA 30303

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

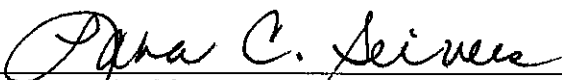
This Contract was awarded through the RFP process.

21) Justification for the Proposed Non-Competitive Amendment :

Permitting the Department and its customers to purchase from the CoS will allow for a 20% reduction in costs from the original Contract. The school districts will be able to order the exact services needed. Custom ordering for each school district will represent a cost savings and avoids paying for services that are unused.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature


Date

083006

**FAX TRANSMITTAL****to Request OIR Procurement Endorsement**

TO : Jane Chittenden, Director
OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Lana Seivers, Commissioner **FAX # 253-5705**

DATE : October 30, 2006

RFS # 331.25-001-07

RE : Procurement Endorsement — RFP 331.00-010

NUMBER OF FAX PAGES (including cover) : 1

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Samantha Law** at 615-532-8539.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement :

OIR Chief Information Officer

11-2-2006

Date

CONTRACT SUMMARY SHEET

121107

RFS #	Contract #
331.25-001-07	FA-07-17183
State Agency	State Agency Division
Department of Education	Assessment
Contractor Name	Contractor ID # (FEIN or SSN)
BELLSOUTH TELECOMMUNICATIONS INC	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V580436120-31

Service Description			
ConnectTEN			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
February 22, 2007	June 30, 2010	Vendor	n/a

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.11	035	083	25	n/a	n/a
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92
2008	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92
TOTAL:	\$10,696,075.84	\$0.00	\$0.00	\$0.00	\$10,696,075.84

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gomer Pascual - 615-532-9514
2007	\$5,348,037.92	\$0.00	State Agency Budget Officer Approval
2008	\$5,348,037.92	\$0.00	
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$10,696,075.84	\$0.00	
End Date	6/30/2009	6/30/2010	

Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT minority/disadvantaged	

Contractor Selection Method		
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)
Bell South was the winning proposal from RFP 331.00-010

**AMENDMENT ONE
TO FA-07-17183-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and BELL SOUTH TELECOMMUNICATIONS INC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on February 22, 2007 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. Contract Attachment B attached hereto is added as a new Contract Attachment.
3. The following is added as Contract Section E.25.

E.25. Contractor Name. All references to "Bellsouth Telecommunications Inc" shall be deleted and replaced with "AT&T Tennessee."

The revisions set forth herein shall be effective March 21, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

BELL SOUTH TELECOMMUNICATIONS INC:

CONTRACTOR SIGNATURE

DATE

DEPARTMENT OF EDUCATION:

LANA C. SEIVERS, COMMISSIONER

DATE

APPROVED:

**M.D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT B

Department of Education Catalog of Service Offering
RFP # 331.00.010

Description	Detail	Unit	Year 1		Year 2		Year 3		Year 4		Year 5	
			Unit Cost		Unit Cost		Unit Cost		Unit Cost		Unit Cost	
Internet Access and Bundled Services, Internet Access End Site Internet Egress (local loop and data service)	128K-256K	/month	\$	470.00	\$	470.00	\$	470.00	\$	470.00	\$	470.00
	DSL - 1.544 Mbps	/month										
	3.0 Mbps	/month	\$	525.00	\$	525.00	\$	525.00	\$	525.00	\$	525.00
	4.5 Mbps	/month	\$	1,020.00	\$	1,020.00	\$	1,020.00	\$	1,020.00	\$	1,020.00
	6.0 Mbps	/month	\$	1,550.00	\$	1,550.00	\$	1,550.00	\$	1,550.00	\$	1,550.00
	7.5 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	9.0 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	10.0 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	12 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	20 Mbps	/month	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00
	30 Mbps	/month	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00
	35 Mbps	/month	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00
	50 Mbps	/month	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00
Internet Access and Bundled Services, Internet Access End Site, Site to Site Data Network (local loop and data service) (Applicable where available and does not include special construction charges.)	100 Mbps	/month	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	7,500.00
	1 Gb	/month	\$	29,800.00	\$	29,800.00	\$	29,800.00	\$	29,800.00	\$	29,800.00
	DSL - 1.544 Mbps	/month	\$	525.00	\$	525.00	\$	525.00	\$	525.00	\$	525.00
	3.0 Mbps	/month	\$	1,020.00	\$	1,020.00	\$	1,020.00	\$	1,020.00	\$	1,020.00
	4.5 Mbps	/month	\$	1,550.00	\$	1,550.00	\$	1,550.00	\$	1,550.00	\$	1,550.00
	6.0 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	7.5 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	9.0 Mbps	/month	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00	\$	2,300.00
	100 Mbps	/month	\$	1,436.00	\$	1,436.00	\$	1,436.00	\$	1,436.00	\$	1,436.00
	1 Gb	/month	\$	3,295.00	\$	3,295.00	\$	3,295.00	\$	3,295.00	\$	3,295.00
	# of Licenses/yr	/per year		0-10,000		10,001-150,000		150,000+				
	Webense Licensing Fee	/per year		\$7.50		\$5.50		\$2.75				
	Content Filtering Management	/month		\$2.50		\$2.50						
Technical Consulting		/per hour	\$	125.00	\$	125.00	\$	125.00	\$	125.00	\$	125.00
		/per hour	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00
Administrative Consulting		/per hour	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00
		/per hour	\$	65.00	\$	65.00	\$	65.00	\$	65.00	\$	65.00
Internet 2	100Mb per site	/month	\$	1,950.00	\$	1,950.00	\$	1,950.00	\$	1,950.00	\$	1,950.00
		/month	\$	1,950.00	\$	1,950.00	\$	1,950.00	\$	1,950.00	\$	1,950.00
Email				<=45,000		45,000+						
	Email Services			Waived		\$2.20 per email account						
IP Network Layer Addressing				No Charge								
	Addressing Plans			No Charge								

09-07
#11

REQUEST: LIMITATION OF LIABILITY

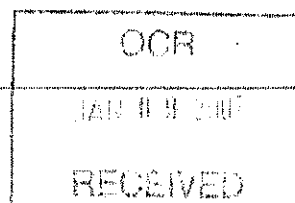
APPROVED

M D Goeth
Commissioner of Finance & Administration
Date: JAN 09 2007

This request seeks Commissioner of Finance and Administration approval to limit contractor liability (in the procurement identified herein) pursuant to *Tennessee Code Annotated, §12-4-119, et seq.* and the Rules of F&A, Chapter 0620-3-7. The proposed limitation shall be effected by the appropriate inclusion of the following text as a new, Section E, contract provision.

E.#. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.

1) RFS #	331.25-001-07
2) State Agency Name :	Department of Education
3) Service Description :	Statewide ConnectTen Bundled Internet Service Offering
4) Anticipated Procurement Value :	\$36,000,000.00
5) Applicable to Contract #, RFP #, or Procurement Method RFS #	331.25-001-07
6) Potential Risks of Liability to the State Resulting from the Procurement :	None.
7) Anticipated State Impact from Limitation of Liability :	None
8) Market Conditions Justifying Limitation of Liability :	Inclusion of a limitation of liability clause is the commercial norm resulting in lower overall prices
9) Anticipated Impact if Limitation of Liability NOT Approved :	The Department is concerned that the number of potential bidders will be negatively impacted if this Limitation of Liability is not included.
10) Procuring Agency Staff Familiar with Request (name, email address & telephone #) :	Dr. Tim Webb Tim.Webb@state.tn.us 615.741.0334



REQUESTING AGENCY HEAD SIGNATURE & DATE (must be signed by the procuring agency head or authorized signatory) :

Lana C Seiver / JKW

1/8/07

Agency Head Signature

Date

Revised CONTRACT SUMMARY SHEET

8-8-05

RFS #	Contract #
331.25-001-07	FA-07-17183-00
State Agency	State Agency Division
Department of Education	BEP
Contractor Name	Contractor ID # (FEIN or SSN)
BELLSOUTH TELECOMMUNICATIONS INC	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V580436120-31
Service Description	
ConnecTen	
Contract Begin Date	Contract End Date
February 22, 2007	June 30, 2009
SUBRECIPIENT or VENDOR?	
Vendor	
CFDA #	
n/a	

Mark, if Statement is TRUE					
<input checked="" type="checkbox"/> Contractor is on STARS as required			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.11	035	083	25	n/a	n/a
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$5,348,037.92				\$5,348,037.92
2008	\$5,348,037.92				\$5,348,037.92
TOTAL:	\$10,696,075.84				\$10,696,075.84

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp – 615-532-1658
			State Agency Budget Officer Approval
			<i>John F. Sharp</i> 10-22-07
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method			
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other	

Procurement Process Summary
Bell South was the winning proposal from RFP 331.00-001

C O N T R A C T S U M M A R Y S H E E T

070407

RFS #				Contract #			
331.25-001-07				FA-07-17183			
State Agency				State Agency Division			
Department of Education				BEP			
Contractor Name				Contractor ID # (FEIN or SSN)			
BELLSOUTH TELECOMMUNICATIONS INC				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V580436120-31			
Service Description							
ConnectTEN							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
February 22, 2007		June 30, 2009		Vendor		n/a	
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
331.25		035		083		25	
						n/a	
						n/a	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2007	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92		
2008	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92		
TOTAL:	\$10,696,075.84	\$0.00	\$0.00	\$0.00	\$10,696,075.84		

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658		
			State Agency Budget Officer Approval		
			John Sharp February 22, 2007		
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:					
End Date:					

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business				
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT minority/disadvantaged				
Contractor Selection Method							
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation *		<input type="checkbox"/> Alternative Competitive Method *			
<input type="checkbox"/> Non-Competitive Negotiation *		<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)					
* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							
Bell South was the winning proposal from RFP 331.00-010							

CONTRACT SUMMARY SHEET

8-8-05

RFS #				Contract #			
331.25-001-07				FA-07-17183-00			
State Agency				State Agency Division			
Department of Education				BEP			
Contractor Name				Contractor ID # (FEIN or SSN)			
BELLSOUTH TELECOMMUNICATIONS INC				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V580436120-31			
Service Description							
ConnectTEN							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
February 22, 2007		June 30, 2009		Vendor		n/a	
Mark, if Statement is TRUE							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
Allotment Code		Cost Center		Object Code		Fund	
331.25		035		083		25	
Funding Grant Code		Funding Subgrant Code					
n/a		n/a					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2007	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92		
2008	\$5,348,037.92	\$0.00	\$0.00	\$0.00	\$5,348,037.92		
TOTAL:		\$10,696,075.84	\$0.00	\$0.00	\$0.00	\$10,696,075.84	

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
			John Sharp - 615-532-1658
			State Agency Budget Officer Approval
			John Sharp February 22, 2007
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			

Contractor Ownership

☐ African American
 ☐ Person w/ Disability
 ☐ Hispanic
 ☐ Small Business
 ☒ NOT minority/disadvantaged

☐ Asian
 ☐ Female
 ☐ Native American
 ☐ OTHER minority/disadvantaged—

Contractor Selection Method

☒ RFP
 ☐ Competitive Negotiation
 ☐ Alternative Competitive Method

☐ Non-Competitive Negotiation
 ☐ Government
 ☐ Other

Procurement Process Summary

Bell South was the winning proposal from RFP 331.00-010

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
BELLSOUTH TELECOMMUNICATIONS INC**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and BELLSOUTH TELECOMMUNICATIONS INC, hereinafter referred to as the "Contractor," is for the provision of the statewide ConnectTen bundled Internet service offering, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation. The Contractor's address is:

250 WILLIAMS STREET
STE 5060
ATLANTA, GA 30303

The Contractor's place of incorporation or organization is Georgia.

A. SCOPE OF SERVICES:

A.1. Definitions.

- a. E-rate. Established as part of the Telecommunications Act of 1996 with the purpose of providing affordable access to telecommunications services for all eligible schools and libraries. Provides discounts of 20% - 90% on telecommunication services.
- b. SLD. Schools and Libraries Division of the Universal Services Administrative Company (USAC) responsible for the administration of the E-rate program.
- c. Fault Management Process. The process by which problems which affect an End Site's connection to ConnectTen are identified and resolved.
- d. Network Capacity and Performance Management. Functional area within Network Operations which is focused on capturing and analyzing network component utilization data.
- e. Configuration Management. Process within Network Operations for the maintenance of a database of technical requirements of all the network components.
- f. Internet Access and Bundled Services. Internet Access is an information service. The Communications Act of 1934 (as amended) defines an information service as "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service." [47 U.S.C. 153(20)]. Under FCC rules, funding is available for Internet Access that [transmits] information as part of a gateway to an information service, where that transmission does not involve the generation or alteration of the content of information but may include data transmission, address translation, protocol conversion, billing management, introductory information content, and navigational systems that enable users to access information services that do not affect the presentation of such information services to users. To qualify as Internet Access, all services must reach the boundary of public Internet space.

Bundled Services are other E-rate eligible services, in the Internet Access category, bundled and delivered as part of the Internet Access as defined at

<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>.

- g. Plan Site Categories. All Tennessee schools currently have Internet access. Their method of connection and degree of equipment ownership are divided into four categories labeled Standard Plan, Alternate Plans 1, 2, and 3 as further defined below. A list of all Tennessee Public schools is available at <http://www.k-12.state.tn.us/sde/>.

1) Standard Plan Sites. All ConnectTEN services and connectivity to the Local Education Agency (LEA, or school district) and its individual schools are provided by the Contractor. Internet Access is provided to the district office and to each school building. There are currently 1504 school end sites being served under the Standard Plan.

2) Alternate 1 Plan Sites. The LEA manages its own school site equipment and data lines. The Contractor will manage the LEA or county-level aggregation point equipment and connectivity to the ConnectTEN network and will provide fully managed Internet services from the aggregation point. School site equipment includes any additional routers or Local Area Network (LAN) equipment not provided by the Contractor. Those Internet connectivity services include network monitoring, caching, filtering, software maintenance and upgrades, and hardware maintenance and upgrades as described in the Scope of Services. The following LEAs are current Alternate 1 Plan sites:

- Maryville
- Memphis
- Rutherford

3) Alternate 2 Plan Sites. This is a hybrid approach to the Standard Plan sites and the Alternate Plan 1 description above. The LEA manages school site equipment and connectivity for some, but not all, sites. The Contractor will manage school routers and connectivity for the remaining sites. All traffic traverses the ConnectTEN network and receives the benefits of network monitoring, caching, filtering, software maintenance and upgrades, and hardware maintenance and upgrades.

The following LEAs are current Alternate 2 Plan sites:

- Clay
- Fentress
- Jackson
- Overton
- Pickett

These counties are part of a project called ExCEED, the Excellence in Community Education and Economic Development. Most of the schools are connected via a fiber optic network, which then connects to the ConnectTEN network. However, there are some sites which are not within the fiber ring and which receive access via telco connectivity technologies.

4) Alternate 3 Plan Sites. The LEA uses an alternate Internet service provider. However, the LEA can receive services, such as E-mail, help desk support, E-rate 471 filing support.

The following LEAs are current Alternate 3 Plan sites:

- Bedford
- Dickson
- Humboldt City
- Madison
- Montgomery
- Shelby

- h. Filtering. A filtering service protects users from dangerous or inappropriate content most often by selectively blocking certain words or certain Internet sites. It may be provided by an Internet provider as a monthly service but is not eligible for E-rate discount per the Schools and Libraries Division of the Universal Service Administration Company (SLDs) eligible service list. (<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>).
- i. Internet2. Internet2 is a consortium of universities, industry, and government for development and deployment of advanced network applications and technologies. A telecommunications link that connects an eligible entity to Internet2 is eligible for E-rate discount under the Telecommunications category. Membership dues or any fees for non-telecommunications services are not eligible.
- j. End Sites – a school or a school administrative office location that requires connectivity to the ConnectTEN network.
- k. Points of Presence (POPs) – a wide area network connection point and network aggregation point where multiple End Site locations are serviced by a single, geographically located POP within the ConnectTEN network.
- l. Network Access Points (NAPs) – a wide area network aggregation and network switching point that inter-connects ConnectTEN's high-speed backbone trunks responsible for inter-NAP communications, regional POP connectivity to the network, and some local End Sites within close proximity of the NAP
- m. WAN Links – the point-to-point, partially-meshed, fully meshed, and ring configuration wide area network links used to inter-connect End Sites to POPs, POPs to NAPs, and NAPs to NAPs.
- n. Technical Consultant – Provide input and direction for network operations, diagnostics, and improvements.
- o. Fiscal/Administrative Consultant – Provide direction and input on E-Rate eligible services and the application by the Contractor for E-Rate reimbursement.

A.2. E-Rate Program Overview. The “SLD Guide to Service Provider Participation in the E-rate” serves as a step-by-step guide explaining the Universal Service Support Mechanism for Schools and Libraries (the E-rate Program or the Program) for the Service Provider community.

The Universal Service Support Mechanism for Schools and Libraries, commonly called the “E-rate,” is administered by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC). USAC oversees the administration of all universal service support, which includes the High Cost mechanism, the Low-Income mechanism, the Rural Health Care mechanism and the Schools and Libraries mechanism. USAC has the responsibility to administer the program in ways that prevent fraud, waste and abuse.

The E-rate program was established as part of the Telecommunications Act of 1996 with the express purpose of providing affordable access to tele-communications services for all eligible schools and libraries, particularly those in rural and inner-city areas. The Program is run under the auspices of the Federal Communications Commission (FCC), which is ultimately responsible for its proper administration. Funded at up to \$2.25 billion annually, the Program provides discounts of 20% to 90% on telecommunications services, Internet access and internal connections. These discounts are provided through the service providers who deliver the actual services.

Funding for the universal service discounts comes from the telecommunications industry, in an Information Age update to the time-honored concept of universal service. The level of discounts schools and libraries are eligible to receive depends on economic need and location, rural or urban; once approved, they apply their discounts to telecommunications services, Internet access and internal connections, then pay the difference out of their own budgets.

Summary of Certain E-rate Processes

- o Applicant Sequence of Events
 - Step 1: Develop a Technology Plan
 - Step 2: File FCC Form 470, Schools and Libraries Universal Service Description of Service Requested and Certification Form 470
 - Step 3: Wait 28 days after filing FCC Form 470, receive bids for new services/hold pre-existing contracts.
 - Step 4: Negotiate a contract
 - Step 5: File FCC Form 471, Schools and Libraries Universal Service Services Ordered and Certification Form 471
 - Step 6: Problem Resolution/Program Integrity Review
 - Step 7: Receipt Acknowledgement Letter (RAL)
 - Step 8: Funding Commitment Decisions Letter (FCDL)
 - Step 9: Collect Forms 479, Schools and Libraries Universal Service Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act.
 - Step 10: File FCC Form 486, Schools and Libraries Universal Service Receipt of Service Confirmation Form
 - Step 11: Receive discounted bills from service provider
- o Service Provide Invoicing Sequence of Events

Before any of these events can occur, the service provider must be registered with USAC by filing FCC Form 498, Service Provider Information Form. In addition, the service provider must have on file with USAC FCC Form 473, Universal Service for Schools and Libraries Service Provider Annual Certification Form

 - Step 1: Provide services to applicant
 - Step 2: Provide applicant with discounted bill for services
 - Step 3: Prepare FCC Form 474, Universal Service for Schools and Libraries Service Provider Invoice Form
 - Step 4: Submit Service Provider Invoice
 - Step 5: Assist in Problem Resolution Program
 - Step 6: Correct errors, if any, on invoices
 - Step 7: Receive USAC remittance statement
- o Additional E-Rate Information
 - a. SLD Web Site: www.universalservice.org/sl
 - b. SLD Client Service Bureau (toll-free) – (888) 203-8100
 - c. The E-rate law: 47 U.S.C. Sec. 254 (<http://www.gpoaccess.gov/cfr/index.html>)
 - d. The E-rate regulations: 47 C.F.R. Part 54 Subpart F (<http://www.gpoaccess.gov/cfr/index.html>)
 - e. FCC web site: www.fcc.gov

A.3. General Scope of ConnectTEN. The Contractor will design, deliver, and install all the necessary bandwidth, network hardware and software systems, to supply the K-12 public schools of Tennessee with Internet Access and bundled Internet services, including management of electronic mail services, security, network management, content filtering, and operational support of the Tennessee ConnectTEN Network. It is the intent of this bundled service offering to provide a technical infrastructure for Tennessee educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications.

A.4. General Network Management Requirements. The following defines the general requirements for providing bundled ConnectTEN network management services.

- a. The ConnectTEN Network Operations Center (NOC) must be within the United States.
- b. The ConnectTEN Tier 1 NOC Help Desk must operate from 7:00am to 5:00pm CST, Monday through Friday with the exception of December 24, 25, 31 and January 1 of

each calendar year.

- c. The ConnectTEN Tier 1 NOC Help Desk must provide a toll-free in-state 800 number for remote telephone based technical support to diagnose, isolate, identify, and resolve ConnectTEN related problems and faults.
- d. The ConnectTEN Tier 1 NOC Help Desk must provide accessibility and communications to the K-12 End User Community via facsimile, electronic mail, and the world wide web.
- e. The Contractor must staff the Tier 1, Tier 2, and Tier 3 network management structure with qualified technical support engineers. This staff will make up the Tier 1, Tier 2, and Tier 3 technical support levels as defined in this contract.
- f. The Contractor must staff the Tier 1, Tier 2, and Tier 3 with a minimum number of qualified technical support engineers to meet or exceed the service level requirements stated in A.5.c.
- g. The ConnectTEN NOC must provide its own voice telecommunication system that facilitates the routing of inbound calls to the appropriate Tier 2, or Tier 3 NOC technician or engineer.
- h. The ConnectTEN NOC Help Desk must route inbound calls to the next Tier NOC technician or engineer in the event that all Tier 1 NOC Help Desk technicians or engineers are busy thereby minimizing the duration of calling queues.
- i. The ConnectTEN NOC Help Desk service offering must have an internal Quality Assurance process and checks and balance process that monitors, evaluates, and verifies if satisfactory problem resolution and service level commitments are met.
- j. The ConnectTEN network management service offering must provide the network management services according to the following demarcation definition: The point of demarcation for the ConnectTEN Service Provider's responsibilities is the router or data communications device that connects a school building's LAN to the ConnectTEN network.
- k. The ConnectTEN network management service offering must undergo an annual audit by the State. The purpose of this annual audit is to verify and validate at a minimum the following:
 - Devices to be monitored
 - ConnectTEN network growth and scalability for the next year
 - Overview of that year's compliance with the Contract service level agreements
 - Overall quality assurance and internal processes review
- l. The Contractor will conduct Network Management System (NMS) development interfacing, customization, and coding the necessary scripts, applications, and calculations in order to accurately measure specific network management data elements.

A.5. ConnectTEN Technical Requirements. The Contractor will provide bundled Internet services to Tennessee K-12 public schools in accordance with the following requirements:

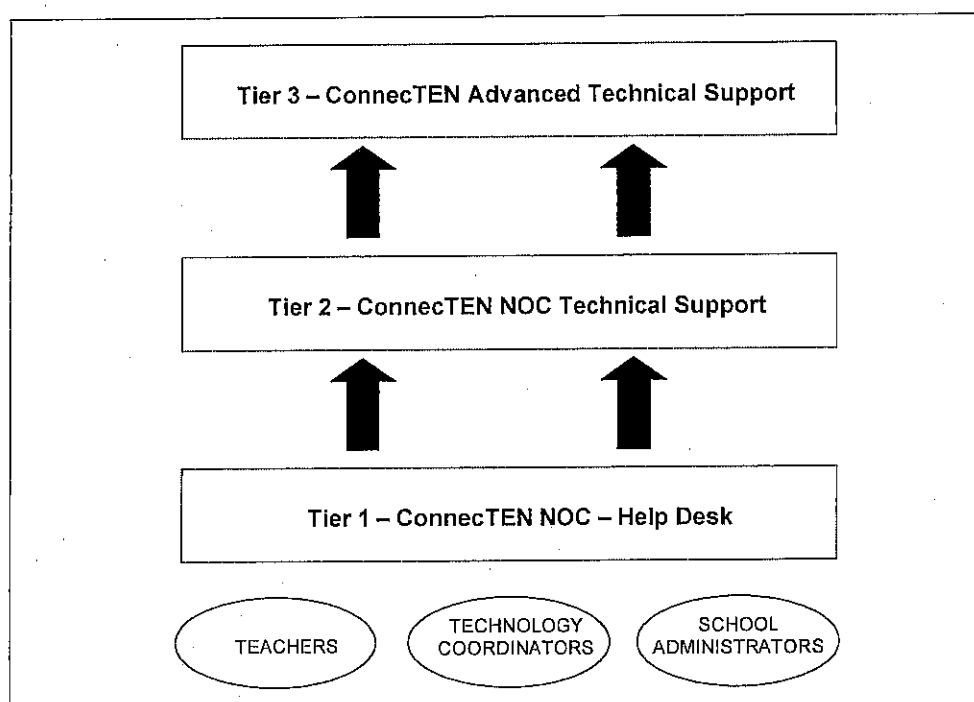
- a. Physical Network Layout Requirements. The network physical layout is the physical network's topology and overall architecture that is to be deployed throughout the State of Tennessee for the ConnectTEN network. Designing and implementing a statewide network infrastructure will require a hierarchical, network architecture and geographically dispersed physical presence to counties and service access points desired by the ConnectTEN End Sites. Although the ConnectTEN service provider can design and deploy the ConnectTEN network infrastructure in a manner consistent with internal best practices, it is envisioned that the ConnectTEN network service offering will be based on the following building blocks:

- End Sites – all end sites must have at least 1.544 Mbps (T1) of bandwidth or the nearest equivalent available; end sites that currently receive greater than a 1.544 Mbps should continue to do so
 - Points of Presence (POPs) –see A.1.k.
 - Network Access Points (NAPs) – see A.1.l.
 - WAN Links – see A.1.m.
- i. The Contractor will design the network's physical layout in order to provide redundant internet connectivity and functionality to the vast community of ConnectTEN End Site locations. The NAPs and POPs to be implemented must be capable of providing redundancy. The actual quantity and location of NAPs and POPs that are physically designed into the ConnectTEN network infrastructure will be left to the Contractor's discretion as long as the goal of providing cost effective, scalable, and bundled internet services are provided to the End User community. Design factors that the Contractor should consider include but are not limited to:
- Quantity and growth of ConnectTEN End Users and network systems for a given physical location, county, city or town
 - Analysis of aggregating network traffic at specific POP and NAP locations for the new, ConnectTEN network infrastructure based on population, network traffic, and existing network aggregation points
 - Flexible and scalable network bandwidth and redundant network connectivity to ConnectTEN End User sites throughout the state
 - Identifying and providing an End Site-to-ConnectTEN universal access connectivity service offering with bundled services
 - Any use of wireless network services are at the discretion of the service provider
 - The State takes no responsibility for securing access rights to erect towers or connect cable or fiber at any location
- ii. The physical network layout must also provide for meeting minimum performance requirements. The minimum requirements with the E-rate funding level at 100% are as follows:
- a) For the ConnectTEN End Site device where traffic flows, there shall not be greater than 1.5% total packet loss (e.g., dropped packets) per hour at an End Site location at any time. Remedial action with prior approval from the respective ConnectTEN NOC must take place to eliminate any packet loss or dropped packets greater than 1.5% of the total packet transmission per hour to a value less than this maximum tolerance within the timeframes as specified by the Minor Outage Response Time and Time to Fix Definition.
 - b) For the ConnectTEN End Site device where traffic flows, there shall not be greater than 1.5% total errored packets (e.g., bad packets) per hour at an End Site location at any time. Remedial action must take place to eliminate greater than 1.5% errored packets provided the problem is the result of a fault within the defined network management domain for each End Site type and within the timeframes as specified by the Minor Outage Response Time and Time to Fix Definition.
 - c) For each End Site's default ConnectTEN Service Provider's Internet Gateway connection, there shall not be greater than 35mSec of round-trip transmission delay between a ConnectTEN End Site Device's or ConnectTEN End Site's DTE serial WAN interface and that End Site's

default Internet Gateway's serial WAN interface (e.g., End Site to closest ConnectTEN Internet egress point) during normal school hours on a school day. This 35mSec round trip transmission delay, shall be calculated as an average value for each 10 minute time sample.

- d) All ConnectTEN End Site connections shall have an average bandwidth utilization value less than 75% utilization. This 75% bandwidth utilization value shall be calculated as an average value for each 10 minute time sample during the normal school hours on a school day. Polling and response time measurements must be conducted every 10 minutes for a total of 6 time samples per hour. In the event that this 75% average bandwidth utilization factor is exceeded for a given End Site connection, remedial action with prior approval by the State or local school system must be taken to lessen the average bandwidth utilization to acceptable performance levels. This utilization is based on an average student to computer ratio of 2:1.
- b. Bundled Network Management/ Technical Support Requirements. Each Local Education Agency will be connected and utilize the ConnectTEN network infrastructure for Internet access and E-Mail services and each local school system will create their own internal methods and processes for how they would like to interface to the ConnectTEN Tier 1 Network Operations Center (NOC) Help Desk. The Contractor will provide a Help Desk to field questions, report a fault or technical problem, and provide technical assistance as part of the overall bundled service offering. The Contractor will provide comprehensive network management support to its end user customer base and act as the direct liason to the K-12 End User Community

The ConnectTEN technical support hierarchy must be capable of providing a creative service offering specifically in these four areas: 1) fault (A.5.c.), 2) performance (A.5.f), 3) configuration, (A.5.g.), and 4) security management (A.5.h.). The ConnectTEN Level 1 NOC Help Desk will act as the single point of contact for all End User inquiries and fault notifications. In addition, the ConnectTEN NOC function will provide Tier 2 and Tier 3 technical support and interfacing with the End User for problems or faults that are not resolved by the Tier 1 NOC Help Desk. This hierarchy is depicted in the graphic below.



The most common method of contracting the Tier 1 NOC is for any district or school user, including teachers or administrators, to contract their district Technology Coordinator to make them aware of the issue. The Technology Coordinator will then contact the Tier 1 NOC as needed. However, any district or school user may contact the Tier 1 NOC at any time.

Tier 1 – ConnectTEN Service Provider NOC Support Overview

This represents the first level of end user customer support and technical assistance services which shall be performed by the ConnectTEN NOC Help Desk. It is envisioned that the ConnectTEN Tier 1 NOC Help Desk will be made available to the K-12 End User Community during the hours from 7:00am – 5pm CST, Monday-Friday.

If the trouble call cannot be resolved within the maximum resolution time defined in A.5.c. The Tier 2 NOC Technician may dispatch a Tier 3 NOC Engineer or dispatch a field service technician in order to conduct on-site support for problem resolution.

Tier 2 – ConnectTEN Service Provider NOC Support Overview

This represents the second level of problem escalation and requires a Tier 1 ConnectTEN NOC Technician to contact the ConnectTEN NOC at Tier 2 to pass or initiate a request for problem resolution.

Tier 3 – ConnectTEN Service Provider Advanced Support Overview

At any point in the escalation process, a Tier 2 Technician may decide to dispatch a Tier 3 Engineer or Field Service Technician for on-site problem resolution. The Contractor will provide on-site support when the problem has been identified as a defective hardware or software problem. Ultimately, the End User is provided with the highest level of technical support whether the problem can be diagnosed and resolved remotely or whether it requires onsite resolution.

- c. Fault Management Technical Requirements. The Contractor must provide the Fault Management processes for ConnectTEN and is responsible for identifying and resolving problems which affect an End Site's connection to ConnectTEN.

Purpose

Fault Management is a process within Network Operations responsible for applying proven and consistent analytical approaches to network problem determination, isolation, and resolution. Its primary objective is to minimize network interruptions that would negatively impact service levels to the end user. Fault Management is also responsible for service recovery communications.

Elements

- Network Status Supervision - Monitoring functions performed by Network Management Platforms
- Dynamic Trouble Tracking - Automated trouble ticketing and problem tracking database
- Problem Detection - Detection of a network problem
- Problem Determination - Identification of the cause of a network problem
- Problem Notification - Notification to appropriate individuals that a network problem exists and anticipated recovery solutions
- Backup and Reconfiguration - The provision for alternate paths to network resources. Maintenance of backup software configurations for equipment with the ability to quickly

download a working configuration

- Reporting - Collection and distribution of statistical fault information used for trend analysis and as a quality assurance vehicle to insure that problems are being solved

The ConnectTEN network management service offering must conform to defined problem identification and severity definitions (see chart below) which includes maximum response and resolution times. The service must also incorporate escalation procedures for moving the problem from Tier 1 to Tier 2, and from Tier 2 to Tier 3. Schools hours are considered to be between 7:00 a.m. and 5:00 p.m. Central Time Monday through Friday.

Critical	Major	Minor
Trouble Ticket Generated and State Notified <u>Problem identification:</u>	Trouble Ticket Generated <u>Problem identification:</u>	Trouble Ticket Generated <u>Problem identification:</u>
Problems Defined as Critical: 1. Ten-Nash E-Mail Servers or System is Down 2. ConnectTEN Primary and Secondary DNS Servers or Service is Down 3. Internet Access for the Entire ConnectTEN Network is Down 4. More Than 50% of a School System's Access is Down 5. A Security Breach Affecting ConnectTEN is Identified 6. Any Major Problem not resolved in the maximum response time	Problems Defined as Major: 1. More than 25% of a School System's Access is Down 2. Severely Degraded ConnectTEN Access and Performance from an Individual School 3. Severely Degraded Ten-Nash E-Mail System Performance 4. Severely Degraded Web Access and Performance 5. Debugging and Troubleshooting of a Security Problem 6. Any Minor Problem not resolved in the maximum response time	Problems Defined as Minor: 1. An Individual School's ConnectTEN Access is Down 2. An End User's E-Mail Account is Down 3. Degraded ConnectTEN Access and Performance from an Individual School 4. Degraded Ten-Nash E-Mail System Performance 5. Content Filtering Problem or Fault 6. Change of E-Mail Password for End User 7. Add/Move/Delete an E-Mail Account 8. Other
<u>Problem Resolution:</u> Maximum 6 school hours If not resolved within 6 hours -- Moves into non-conformance Penalty category specified in Service Level Agreement Contract Section A.5.e.	<u>Problem Resolution:</u> Maximum 10 school hours If not resolved within 10 school hours -- moves to Critical category	<u>Problem Resolution:</u> Maximum 15 school hours If not resolved within 15 school hours -- moves to Major category

- d. Reporting Requirements. The ConnectTEN network management service offering must have a defined reporting system to track problem volumes, patterns and trends. The following represents the minimum Fault Management monthly reports that are required:
- Call Tracking – this is a network management summary report that tracks all trouble calls that are entered into the ConnectTEN Tier 1 NOC Help Desk. These reports must be categorized and summarized based on the severity request for problem resolution (i.e. Critical, Major, Minor)
 - Problem Resolution - this is a network management summary report that tracks all trouble calls and problem restoration time. These reports must be categorized and summarized based on the severity of the request for problem resolution (i.e., Critical, Major, Minor)
 - Average Resolution Time – this is a network management baseline report that provides the total elapsed time from the timestamp of the request for problem resolution to its

closure. The Restoration Time will be averaged over the entire calendar month upon which an average restoration time will be derived for each problem severity level: Critical, Major, Minor.

- e. Service Level Agreement. The Contractor will provide the bundled Internet services to Tennessee K-12 public schools in accordance with the following Service Level Agreement as well as the requirements of this contract.

Service Level Agreements and Liquidated Damages

It is the intent of this contract to specifically define the minimum Service Level Agreement (SLA) criteria that is required by the State. It is the desire of the State that all students in all schools have reliable access to the internet during school hours.

The following specifies and defines the SLA criteria:

ConnectTEN Fault Management

As specified in the Technical Requirement defined in Contract Section A.5., the following shall define the Service Level Agreement commitment for the ConnectTEN Fault Management:

The ConnectTEN Network Operations Center (NOC) must provide a resolution to all generated requests for problem resolution within the defined maximum resolution time for Minor, Major, and Critical problems. Any Minor problem not resolved within the defined maximum resolution time must then be moved into the Major problem category. Any Major problem not resolved within the defined maximum resolution time must then be moved into the Critical problem Category. All Critical problems, including those upgraded from Minor or Major to Critical, not resolved within the defined maximum resolution time will then result in penalties being assessed for not meeting required service levels.

Conformance: The Fault Management monthly reports defined in Contract Section A.5.d. will be used to determine if maximum resolution times were exceeded for Critical problems.

Non-Conformance Penalty: Failure to meet the requirements of Section A.5.c. for any ConnectTEN Critical problem shall result in a monthly credit will be issued to the state in the amount equal to \$2,500 for each incident that exceeded the maximum response/resolution time and an additional penalty of \$1,000 per day that the problem remains unresolved.

This credit shall be issued within 15 business days after each ConnectTEN Fault Management monthly report is reviewed and verified by both the State and the Contractor. The review and verification process shall be mutually scheduled between the State and the Contractor for each month no greater than 2 weeks after the preceding month's last day.

- f. Performance Management Technical Requirements. The Contractor will provide Network Capacity and Performance Management which is a functional area within Network Operations focused on capturing and analyzing network component utilization data. Optimization of network capacity and performance is accomplished by adjusting parameters within the network's design constraints. The Network Capacity and Performance Management function takes responsibility for monitoring data traffic on the ConnectTEN network infrastructure from the network's ingress and egress points. This function is also responsible for optimizing and load balancing the traffic on the network by manipulating the operating parameters of various network components.

Elements

- Network Availability - Ability to access internet resources
- Network Response Time - Round-trip time it takes the network to respond after a user enters a request from End Site (school router, etc.) to Destination device

- Throughput - The quantity and speed of data being transmitted in/out an End Site location to the ConnectTEN network access point
- Utilization - The quantity of network bandwidth that is used by an End Site location over a specific period of time
- Analysis and Tuning - Proactive performance monitoring and tuning of the network to optimize performance
- Capacity Planning - Proactive determination of future network utilization and network utilization thresholds based on new service requests or additional End Site network traffic or physical LAN connections
- Reporting - Customized performance reports (reports generated by the network management tools that determine utilization, threshold, response time, availability, etc.)

To be effective, the Performance Management Function requires network performance monitoring tools for the ConnectTEN network. The Network Capacity and Performance Management Function should deliver network performance and capacity reports which depicts data traffic movement, protocol type, volume, traffic flow, and trends specifically for all End Site types and all Internet access links.

Using the data generated from the reports and analyses, the Network Capacity and Performance Management Function should deliver network tuning parameters, traffic load balancing recommendations, and cyclical and peak traffic patterns to ensure that service levels for network performance are met.

The following defines the requirements for Performance Management of the ConnectTEN network.

- i. The Performance Management service offering must perform data collection from at least one Simple Network Management Protocol (SNMP) Manager device in the ConnectTEN network.
- ii. The Performance Management service offering must use management applications, tools, and utilities to conduct SNMP polling and data collection and data archiving. Data collection must be conducted 24 hours/day, 365 days/year.
- iii. The Performance Management service offering must include working with the ConnectTEN network in conducting traffic engineering to optimize End Site performance and throughput for Internet access.
- iv. The Performance Management service offering must be able to identify cost-effective means to increase performance to a specific End Site location.
- v. The Performance Management service offering must include, at a minimum, the following list of monthly reports to be delivered by the 15th of the each month. The data contained in each report will be the prior month data.
 - End Site Non-Availability – this is a baseline network management report that provides connection down-time information on all End Sites unavailable for 4 or more hours during a 24 hour period. End Site Non-Availability will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total connection up-time over total possible connection up-time for that 24-hour day
 - Internet Egress (ISP) Link Availability – this is a baseline network management report that provides availability or up-time information for each ConnectTEN Internet Egress connection. Internet Egress Link Availability will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24-hour day
 - Internet Egress Average Bandwidth Utilization – this is a baseline network management report that provides bandwidth utilization information for each Internet Egress

connection. Each Internet Egress Average Bandwidth Utilization will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total bits per second utilized for the maximum bandwidth threshold for that Internet Egress connection

- Internet Egress Throughput - this is a network management baseline report that provides information on each Internet Egress connection's throughput. The Internet Egress Throughput report will be reported as the total number of bytes and the total number of packets that pass through each ConnectTEN Internet Access Gateway Device based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day
 - Internet Egress Packet Loss - this is a network management baseline report that provides information on each Internet Egress connection's packet loss (e.g., dropped packets) as a percentage of total packet transmission based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day
- vi. The Performance Management service offering must allow for a performance validation test to be conducted to validate that the minimum performance requirements (A.5.a.ii a) – d)) are being achieved. This test can be requested by the State or the local school system. This test will only be requested after an incident pertaining to network performance and throughput Trouble Ticket has been opened and resolved by the ConnectTEN NOC Help Desk but problems still appear to exist.

A written Performance Validation Test report must be provided to the State or local school system that has requested this test with a formal recommendation to improve or alleviate any non-compliance with the minimum acceptable performance requirements.

The performance validation test and ensuing report must be completed and submitted to the State within three (3) business days of the incident.

- g. Configuration Management Technical Requirements. The Contractor will provide Configuration Management which is the process within Network Operations responsible for maintaining a database of technical information on all network components. This information enables NOC technicians to provide timely troubleshooting functions as well as maintaining up-to-date and accurate element management for components within the network. The Configuration Management process is responsible for maintaining a current on-line, inventory database of information on all network components. Configuration Management is based on the thorough, complete, and accurate collection, processing, and application of detailed information in a wide variety of categories.

Elements

- Inventory Management - The process of tracking and maintaining all network related hardware and software components
- Network Topology Service - The process of maintaining a current baseline of the network topology
- Change Management - The process of tracking all network changes to ensure consistency including updating network documentation
- Order Processing and Provisioning - The process of ordering and managing the delivery of all new network related inventory
- Reporting - The process of reporting all important network changes (i.e. changes that deviate from the standard network configuration, or that affect network performance, such as a change that would increase network utilization)

As part of the ConnectTEN Service Provider's network management service offering, a reliable and comprehensive Configuration Management service must be provided. Using a combination of network management systems, tools, information, and policies, the ConnectTEN Service Provider

must be dedicated towards providing a thorough Configuration Management service. There needs to be a ConnectTEN Service Provider commitment to implement and adhere to a strict documentation process.

- i. The Configuration Management service offering shall include two distinct categories:
 - a) Reactive Configuration Management -- shall pertain to immediate problem resolutions in the event that a fault or problem is identified pertaining to an End Site's connection and the only corrective measure to be taken involves configuration or reconfiguration of a network component
 - b) Proactive Configuration Management -- shall pertain to planning for a change or an upgrade based on historical data or new functional requirements for an existing End Site. Upgrades to network and system hardware or software elements will be categorized under Proactive Configuration Management
- ii. The Configuration Management service offering must include on-going change management as part of its function and be supplemented with an automated configuration documentation. There should be standard operating procedures for performing End Site network hardware and software maintenance, fault management, performance management, and change management. These procedures must be supported by audit trails of triggered events that are part of the life cycle of a change from submission through implementation. This means that if additional configuration, security, and accounting modifications are triggered as a result of the change, those specific modifications must have the ability to be readily traceable to the change that caused them.
- iii. The Configuration Management service offering must incorporate hardware and software installation, network acceptance testing, and physical and logical documentation.
- iv. The process for ordering, installing, and conducting verification testing for any new or upgraded End Site ConnectTEN connection within the specified Configuration Management procedures must not exceed 45 calendar days but preferably 30 calendar days.
- v. The Configuration Management service offering must include, at a minimum, the following list of monthly network management reports to be delivered in electronic and hard copy format by the 15th of each month, and reviewed with State. These reports will consist of the prior months data:
 - a) ConnectTEN Configuration Change Summary Report
 - b) End Site Reactive Configuration Change Summary
 - c) End Site Proactive Configuration Change Summary (e.g., configuration changes that are pre-scheduled for the following month)
 - d) Updates or Changes to Configuration Documentation
- h. Security Management Technical Requirements. The Contractor will provide Network Security and Administration. The Network Security and Administration function of Network Operations must implement ConnectTEN network security policies and procedures which will cover the entire ConnectTEN network infrastructure.

Elements

- Evaluation of Security Services
- Evaluation of Security Management Solutions
- Alarming, Logging, and Reporting

- A.6. Electronic Mail Services Technical Requirements. The Contractor will provide email services to approximately 45,000 teachers and administrators. These services include individual and group e-mail accounts. The Ten-Nash e-mail system will support Webmail, Internet Message Access Protocol (IMAP), POP, and will be globally accessible without restriction beyond IP protocol.
- a. The ConnectTEN service provider must provide the management and administrative functions, including but not limited to email storage, retention, and backup of the Ten-Nash e-mail system.
 - b. The TEN-Nash e-mail system must be available 24x7x365 excluding scheduled maintenance downtime. The State must be given a minimum 24 hours notice of scheduled downtime. Any e-mail system outage during defined schools hours (7:00 a.m to 5:00 p.m. CT) should be processed following the requirements in Section A.5.b.
- A.7. Name Space Management Technical Requirements. The Contractor will provide Domain Name Services (DNS) as defined in the following technical requirements:
- a. The DNS service must comply with RFC 1035 and RFC 2133.
 - b. The DNS service must provide domain name registration and transitioning services as needed.
 - c. The DNS service must be available 24x7x365 excluding scheduled maintenance downtime. The State must be given 24 hours notice of scheduled downtime. Any DNS service outage during defined schools hours (7:00 a.m to 5:00 p.m.) should be reported to the Tier One help desk and escalated following the procedures for Critical problem identification.
 - d. The DNS service must support primary and secondary DNS services.
 - e. The DNS service must support domain system inverse mapping.
- A.8. Content Filtering Technical Requirements. The Contractor will provide filtering services that complies with the Children's Internet Protection Act (Pub. L. 106-554), Title XVII-Children's Internet Protection. (<http://www.universalservice.org/sl/applicants/step10/cipa.aspx>)
- a. The content filtering service offering must support the ability to allow authorized groups to override the filter with a pin/password.
 - b. The content filtering service offering must support customized block pages and filter by name/type and custom reports.
 - c. The proposed content filtering service offering must not be susceptible to "overblocking/underblocking" during high world wide web usage periods.
 - d. The proposed content filtering service offering must support the blocking and configuration of RFC 1918 addressing as well as RFC 1631 addressing.
- A.9. Internet Protocol (IP) Address Management Technical Requirements. The Contractor will provide IP Address management as defined in the following:
- The ConnectTEN and the State public school systems use a wide range of IP addresses. The State currently owns four Class B IP Network Numbers: 208.182.0.0/16, 208.183.0.0/16, 66.4.0.0/16, 66.5.0.0/16. These IP addresses are used throughout the State. The current ConnectTEN IP address space (208.182.0.0, 208.183.0.0, 66.4.0.0, and 66.5.0.0) is being advertised from the infrastructure to the Internet.
- To date, the current IP Address allocation is based on the use of the following Classless-Inter Domain Routing IP address blocks:
- West Tennessee (Memphis and Jackson areas):

66.5.0.0/16
208.183.192.0/19
208.183.224.0/20

Middle Tennessee (Nashville area):

66.4.0.0/17
208.182.0.0/17
208.182.128.0/19
208.182.182.0/23
208.182.184.0/21
208.183.240.0/20

Lower East Tennessee (Chattanooga area):

208.182.160.0/20
208.182.176.0/22
208.182.180.0/23
208.183.160.0/19

East Tennessee (Knoxville and Johnson City areas):

66.4.128.0/17
208.182.26.0/23
208.182.28.0/23
208.183.0.0/17
208.183.128.0/19

The typical schema for the ConnectTEN network has been to utilize Network Address Translation (NAT) for allocation of IP addresses from service platforms maintained across the state. It is envisioned that the current IP address allocation can sustain growth for the next couple of years or longer through continued use of NAT and Dynamic Host Configuration Protocol (DHCP) technologies for IP address allocation and mapping.

The following presents the Address Space Management requirements for the ConnectTEN network infrastructure.

- a. The Contractor will manage the available IP addresses with an overall strategy that will provide the State with a scalable, long-term (five years) IP addressing schema.
- b. The ConnectTEN network infrastructure IP routing protocol must support Classless Inter-domain Routing (CIDR) and route summarization.
- c. The Contractor will design, and layout, an IP network layer addressing plan for the entire ConnectTEN network infrastructure and all the End Sites. Where possible the existing IP addressing scheme must remain intact. This plan will be delivered to the State on or before April 30, 2007.
- d. The Contractor will develop a plan for providing and allocating sufficient IP address space for the ConnectTEN End Sites desiring Internet access using the State-owned Class B IP Network Numbers. This plan will be delivered to the State on or before April 30, 2007.
- e. The ConnectTEN network infrastructure must support Internet Protocol v6 when the standard is fully adopted by the Internet Engineering Task Force (IETF).
- f. The Contractor will effectively manage and assign IP network layer addresses using an automated, on-line database application throughout the life of this contract and give access to State for future planning.
- g. The IP addressing schema and IP addressing database shall be managed and maintained by the Contractor but the information and contents of the IP addressing database shall remain the property of the State.

A.10. E-Rate Service Provider Compliance Requirements. The Contractor will comply with all service

provider related requirements associated with the USAC's Schools & Libraries E-rate Program. (<http://www.universalservice.org/sl/providers/>). The following defines the mandatory requirements for the Contractor to be in compliance with the E-Rate rules and regulations as they pertain to successfully submitting a bundled ConnectTEN service offering. The ConnectTEN bundled Internet service offering must provide a solution that complies with these requirements as part of their overall service offering. Contractor's failure to meet these requirements will be cause for the State to immediately terminate the contract and pursue a cause of action for damages.

- a. The Contractor must comply with all service provider related requirements associated with the USAC's Schools & Libraries E-rate Program.
- b. The E-rate Program is built on the foundation of self-certification. The service provider who participates in the E-rate Program has a responsibility to educate themselves about the Program requirements and timelines. Certain service provider requirements are outlined in the SLD Guide to Service Provider Participation in the E-Rate, which is located on the SLD web site at www.universalservice.org/sl. The SLD web site contains other pertinent information relevant to service providers.
- c. The Contractor must be in compliance with the E-rate Program rules at all times. In the event that the SLD determines that the service provider has not acted in compliance with Program rules, it can result in denial of funding, reduction in funding, cancellation of funding (a commitment adjustment), audit or other investigation, for which the service provider will take full responsibility.
- d. The Contractor will be registered with USAC by filing FCC Form 498, Service Provider Information Form. In addition, each ConnectTEN service provider must have on file with USAC FCC Form 473, Universal Service for Schools and Libraries Service Provider Annual Certification Form.
- e. The Contractor must comply with and/or assist the State in the following E-Rate related matters:
 - i. The ConnectTEN service provider must assist in the FCC Form 471 process.
 - a) The Contractor will provide the State information about the technology, the products and the services that are being provided.
 - b) The Contractor will provide information that the State can include with their application, as the supporting documentation, which describes in detail the services being ordered.
 - c) If the State decides to do a service substitution, the Contractor will detail how the original request is being met by the newly desired configuration.
 - d) The Contractor will provide clarification, as necessary, to the State about billing account numbers, contract numbers, ineligible components (if any), and other details of existing services.
 - e) The Contractor will provide the State all information about Service Provider Identification Numbers (SPIN) numbers and company names.
 - f) The Contractor will provide the State backup documentation and information during the Program Integrity Assurance (PIA) staff application review.
 - g) The Contractor will provide the State with information during the preparation of FCC Form 471.
 - h) The Contractor will review the Receipt Acknowledgement Letter (RAL) and provide written notifications to the State of the corrections that are required.
 - i) The Contractor will make the necessary corrections based on the notifications provided to the State.
 - j) The Contractor will review the Funding Commitment Decisions Letter

(FCDL) to insure its accuracy. The contractor will provide written notification of any problems to the State. The Contractor will provide information for the State to file an appeal and/or make corrections in accordance with the timelines published by USAC at www.universalservice.org/sl.

- k) The Contractor will assist in the FCC Form 486 process. The Contractor will provide the State with information relevant to the actual start date of services.

- A.11. ConnectTEN Service Level Agreement. The Contractor will provide bundled Internet services to Tennessee K-12 public schools in accordance with the requirements stated in the Service Level Agreement referenced in Section A.5.e.
- A.12. Internet2 Connection to Member University. The Contractor will assist the State with becoming a Sponsored Education Group Participant in Internet2 by establishing the telecommunications access to Internet2 member universities. The Contractor will establish the telecommunications after all required agreements are in place.
- A.13. Technical Network Consulting Services. The Contractor will provide consulting services at the request of the State at an established hourly rate. Consulting services shall be relative to the use of, or improvements to, the ConnectTEN network as well as the adherence to the requirement of the E-Rate funding system. Consulting hours will be divided into the following two subgroups:
 - Fiscal/Administrative consultant (see A.1.n.)
 - Network/Operational consultant (see A.1.o.)
- A.14. Services to Local School Systems. The Contractor agrees to provide the services described in this Contract to any and all Tennessee local school systems. It is at the discretion of each LEA to request additional services from the Contractor. Additional services are defined as those services that are not currently provided free of charge by the State to the LEA. Also, the LEA may choose to purchase additional quantities of services that are already being provided by the State (e.g. additional bandwidth, firewall protection, etc.) The local school systems shall utilize their own contractual document, in such form and substance as may be required by their governing body; however, the contractual document shall be based on and in accordance with the service descriptions and payment rates contained in this Contract. The Contractor will provide any and all additional services at the same level of quality as specified herein and shall invoice separately and directly each local school system for whom service is provided.
- A.15. Transition Period (February 22, 2007 through June 30, 2007).
 - a. For the convenience of the State, during the period February 22, 2007 through June 30, 2007, the State will, if necessary, provide temporary office space, with appropriate connectivity and utilities for the Contractor to locate and accomplish transition activities for an operations switchover of the tier one support help desk, in the Andrew Johnson Tower, in Nashville, Tennessee.
 - b. The State will appoint an individual to work with the Contractor to ensure the integrity of the proposed ConnectTEN system is maintained and is available for use throughout the ConnectTEN transition period. The transition activities will include installation of appropriate connectivity equipment in order to ensure operations transition occurs without any gap occurring in ConnectTEN service. If the ConnectTEN contract is awarded to a new vendor, the State appointed individual will be the liaison between the existing Contractor and the incoming Contractor.
 - c. The Contractor will provide the State monthly reports, reflecting progress being made to initiate delivery of E-Rate eligible service by July 1, 2007, by the 15th of each month

beginning March 15th, 2007.

- A.16. Contractor's interface to other parties. In a network as complex as the ConnectTEN network, the devices under management responsibility of the Contractor interface to devices and communications lines which are currently managed by other third parties.
- a. The Contractor technical support personnel will assist a local school representative in their connection of Local Area Network wiring and servers to the ConnectTEN device. The Contractor will provide remote troubleshooting and possible identification of incompatibilities.
 - b. The Contractor technical support personnel will assist the State Office of Information Resource Network Operations Center personnel in isolating network problems between Contractor managed routers and those of the State network and beyond during the migration and implementation phases of this project. Assistance is provided for coordinated trouble shooting, fault detection and isolation, but not for ultimate problem resolution.
 - c. The Contractor technical support personnel will be responsible for the isolation of communication line problems between ConnectTEN managed devices. Responsibilities include coordinated trouble shooting, fault detection and isolation, and problem resolution.
 - d. The Contractor will be responsible for all equipment in isolating equipment firmware and software bugs, and will provide equipment warranty and maintenance.
 - e. For Server management services, the Contractor will be responsible for operation of equipment assuming that all existing equipment manufacturer hardware and software maintenance agreements are in effect, and provide changes as needed over the life of the contract.
- A.17. Maintenance Contracts. The Contractor will maintain all warranties and licenses pertaining to the "Right to Use" of the network hardware, software and systems used for the bundled ConnectTEN service offering as described in the contract. The Contractor will coordinate services and maintenance directly with the manufacturers and equipment vendors on behalf of the State.
- A.18. Project Schedule. The Contractor will adhere to the following Project Schedule.

<u>DATES</u>	<u>MILESTONE</u>
April 30, 2007	IP Network Layer Addressing Plans (A.9.c.- d.)
July 1, 2007	Complete all ConnectTEN transition requirements per the work plan
July 1, 2007 through June 30, 2008	First Year Internet Services and Management
July 1, 2008 through June 30, 2009	Second Year Internet Services and Management

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on February 22, 2007 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2.

*ACB
2/27/09
C.1.*

Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original contract.

PAYMENT TERMS AND CONDITIONS:

Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Ten Million Six Hundred Ninety-Six Thousand Seven-Five Dollars and Eighty-Four Cents (\$10,696,075.84). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.

C.3.a. The following service rates represent 100% of the cost of each service. Of this, the State will pay the portion that remains after the application of the approved E-rate funding percentage.

FCC E-Rate funds availability and the number of eligible services could be subject to variation for any given year. If, during the period of the contract, the actual percentage of E-Rate funding or the number of eligible services changes, then the appropriate costs will be extrapolated by the State in conjunction with the Contractor to correspond with the actual level of E-Rate funding.

For E-Rate eligible services, then State will pay only the non-discounted portion of the service. If, by some fault of the Contractor, the State does not qualify for E-Rate funds, or fails to qualify for the entire amount of the approved discounted rate, the unfunded FCC portion of the payment rates will be the responsibility of the Contractor.

C.3.b. Service Provider Invoice Form (SPIF) - FCC Form 474

The Contractor will work with the State to establish when discounts will appear on bills. In the event that the Contractor receives the Form 486 Notification Letter prior to the start of the funding year, the Contractor must submit FCC Form 474 to the SLD to seek reimbursement from SLD for eligible discounts the service provider provides to the State.

The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
1. IP Network Layer Addressing Plans (A.9.c. - d.) - due on or before April 30, 2007***	No Charge
2. Bundled Internet Access for Standard Plan and sites (A.1.f., A.1.g.1.)	\$788.05/Per Month/per end site
3. Additional Bandwidth for Standard Plan and sites	\$525.00/Per Month/ per end site/ per 1.544 Mbps
4. Bundled Internet Access for Alternate 1 and 2 Plan and sites (A.1.f., A.1.g.2. - A.1.g.3.)	\$2,315.00/Per month/ per end site
5. Additional Bandwidth for Alternate 1 and 2 Plan and sites	\$525.00/Per Month/ per end site/ per 1.544 Mbps
6. Email and support services for Alternate 3 Plan and sites (A.1.g.4.)	No Charge
7. Filtering encompassing all end sites (A.1.h.)***	\$35,985.00/Per month
8. Internet2 Connection to University (A.1.i.)	\$1,950.00/Per month/per university/per 100 Mbps
9. Technical Consulting Services (A.1.n.)***	\$125.00/per hour
10. Fiscal/Administrative Consulting (A.1.o.)***	\$65.00/per hour

*** Items not subject to E-Rate Funding

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of

Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and

shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business.

affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Dr. Tim Webb
DEPARTMENT OF EDUCATION
710 James Robertson Parkway
6th Floor
Nashville, TN 37243

Telephone Number: 615-532-1650
Fax Number: 615-532-3268

The Contractor:

Tom Scott
BELLSOUTH TELECOMMUNICATIONS INC
333 Commerce Street
24th Floor
Nashville, TN 37201
Telephone Number: 615-401-4313
Fax Number: 615-401-4190

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. Performance Bond Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to ten million dollars (\$10,000,000) for year one, seven million five hundred thousand dollars (\$7,500,000) for year two, and five million dollars (\$5,000,000) for year three guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The contractor will furnish a performance bond in the amount of five million dollars (\$5,000,000) for each extension. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than February 28, 2007. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the amounts listed in the previous paragraph, may be substituted if approved by the State prior to its submittal.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss

- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that::

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

- E.11. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of

State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.12. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.13. Public Accountability. If the Contractor is subject to Tennessee Code Annotated, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this

Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principles:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.18. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.
- E.19. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-331.00-010 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.20. E-Rate Discount. The maximum contract liability represents the State's portion of funding for the ConnectTen program. The Contractor will be eligible to receive increased funding by applying for FCC E-Rate discounts in accordance with FCC E-Rate Program rules and regulations. The E-Rate discounted funds due the Contractor will be adjusted to the amount of E-Rate funding actually awarded the State.

E.21. Intellectual Property Rights. The Contractor retains all right, title, and interest in and to any software and other intellectual property that it provides to or uses on behalf of the State pursuant to this contract and acknowledges and agrees that the Contractor is free to use software and intellectual property in providing services to other customers.

E.22. State-Provided Software. Any software provided by the State pursuant to this contract will be licensed pursuant to the software manufacturer's standard software licensing agreement.

E.23. Post-Contract Transition Services. Upon termination of this contract and in the event that a different vendor is awarded the subsequent contract, the Contractor agrees to provide continuing services as the State transitions itself to receive such services from the new vendor. The services required are those as defined under this contract and shall be provided on a month-to-month basis for a period not to exceed twelve (12) months. Charges for these services shall be at the unit rates then current at the time of contract termination.

E.24. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this contract. The value shall be established by the Contract Maximum Liability in Section c.1. and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.

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IN WITNESS WHEREOF:

BELLSOUTH TELECOMMUNICATIONS INC:

A. L. L. 02/22/2007
Tom Scott Date

DEPARTMENT OF EDUCATION:

Lana C. Seivers 2/22/2007
Lana C. Seivers, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. / Kw FEB 27 2007
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 2/28/07
John G. Morgan, Comptroller of the Treasury Date

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Bellsouth Telecommunications Inc
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	580436120-31

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:



NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.